

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DOC #:

ELECTRONICALLY FILED

3/13/07

COURTNEY LEE ADAMS, et al.,

Plaintiffs,

-against-

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

05 CV 9484 (KMK)(JCF)

THE CITY OF NEW YORK, GERALD
DEICKMANN, JAMES ESSIG, JOSEPH
LAMENDOLA, JEREMIAH MALONE, CUONG
NGUYEN, VICTOR PEREZ, JONATHAN QUIMBY,
REMY RANDALL, JAMES RUFLE, DANIEL RYAN,
and JOHN and JANE DOES,

Defendants.

WHEREAS, plaintiffs Sara Alden, Liam Burnell, David Castillo, Caitlin Lemmo, Janet Miller, Eric Morson, Caroline Pierce and Trenton Reich (collectively "Plaintiffs") commenced this action in the Southern District of New York by filing a complaint on or about November 8, 2005, alleging that defendants violated Plaintiffs' civil and common law rights (the "Complaint"); and

WHEREAS, Plaintiffs filed an amended complaint on or about March 17, 2006 (the "Amended Complaint"); and

WHEREAS, Plaintiffs filed a second amended complaint on or about September 14, 2006 (the "Second Amended Complaint"); and

WHEREAS, this action is one of many related actions stemming from activities during the 2004 Republican National Convention in New York City and consolidated in the Southern District of New York before Magistrate Judge James C. Francis IV and District Judge Kenneth M. Karas (the "RNC Cases"); and

WHEREAS, defendants The City of New York, Gerald Deickmann, James Essig, Joseph Lamendola, Jeremiah Malone, Cuong Nguyen, Victor Perez, Jonathan Quimby, Remy

Randall, James Ruffle, and Daniel Ryan have denied any and all liability arising out of Plaintiffs' allegations; and

WHEREAS, defendant City of New York served a Rule 68 Offer of Judgment on or about March 6, 2006, offering plaintiff Caroline Pierce the sum of Two Thousand Five Hundred and One Dollars (\$2,501.00), plus a pro rata apportionment of the reasonable attorneys' fees and costs to the date of that offer; and

WHEREAS, defendant City of New York served a Rule 68 Offer of Judgment on or about March 6, 2006, offering plaintiffs Liam Burnell, David Castillo, Caitlin Lemmo, Janet Miller, Eric Morson, and Trenton Reich the sum of Five Thousand and One Dollars (\$5,001.00), plus a pro rata apportionment of the reasonable attorneys' fees and costs to the date of that offer; and

WHEREAS, defendant City of New York served a Rule 68 Offer of Judgment on or about March 6, 2006, offering plaintiff Sarah Alden the sum of Seven Thousand Five Hundred and One Dollars (\$7,501.00), plus a pro rata apportionment of the reasonable attorneys' fees and costs to the date of that offer; and

WHEREAS, Plaintiffs served a Notice of Acceptance of Rule 68 Offer of Judgment on or about March 20, 2006; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, including the issue of attorneys' fees, without further proceedings and without admitting any fault or liability; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Plaintiffs' claims in the above-referenced action are hereby dismissed in their entirety, with prejudice, and without costs, expenses or fees except as provided in paragraphs "2-5" below.

2. The City of New York hereby agrees to pay plaintiff Caroline Pierce the sum of TWO THOUSAND FIVE HUNDRED AND ONE DOLLARS (\$2,501.00), in full satisfaction of her claims.

3. The City of New York hereby agrees to pay plaintiffs Liam Burnell, David Castillo, Caitlin Lemmo, Janet Miller, Eric Morson, and Trenton Reich the sum of FIVE THOUSAND AND ONE DOLLARS (\$5,001.00) each, in full satisfaction of their claims.

4. The City of New York hereby agrees to pay plaintiff Sarah Alden the sum of SEVEN THOUSAND FIVE HUNDRED AND ONE DOLLARS (\$7,501.00), in full satisfaction of her claims.

5. The City of New York hereby agrees to pay Plaintiffs ONE THOUSAND SEVEN HUNDRED AND EIGHTY DOLLARS (\$1,780.00) each, in full satisfaction of Plaintiffs' claims for costs, expenses and attorneys' fees.

6. In consideration for the payment of the sums listed paragraphs "2-5" above Plaintiffs agree to the dismissal, with prejudice, of all the claims against all named defendants, including The City of New York, Gerald Deickmann, James Essig, Joseph Lamendola, Jeremiah Malone, Cuong Nguyen, Victor Perez, Jonathan Quimby, Remy Randall, James Ruffle, and Daniel Ryan, and the defendants named in the caption as "John and Jane Does," and to release all defendants, their successors or assigns; all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, including but not limited to, the New York City Police Department; the New York City Health and Hospitals Corporation; and the Hudson River Park Trust, from any and all liability, claims or rights of action arising from, contained in, or related to the Complaint, Amended Complaint and/or Second Amended Complaint in this action, which were or could have been alleged by Plaintiffs, including all claims for attorneys' fees, expenses and costs.

7. Plaintiffs shall execute and deliver to defendants' attorneys all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraphs "2-5" above and Affidavits of No Liens.

8. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way performed the acts or omissions alleged in the Complaint, Amended Complaint and/or Second Amended Complaint herein or that defendants violated Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

9. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

10. It is expressly understood and agreed to by Plaintiffs, Plaintiffs' attorneys, and defendants that the settlement sum in paragraphs "2-5" above includes any and all claims for attorneys' fees, expenses and costs arising from the legal work performed by Plaintiffs' attorneys in connection with the Plaintiffs' case through March 6, 2006, including: (a) all work performed and expenses disbursed specifically relating to Plaintiffs; (b) Plaintiffs' pro rata share of attorneys' fees for work performed benefiting all plaintiffs named in this action; and (c) Plaintiffs' pro rata share of attorneys' fees for work performed benefiting all plaintiffs in the RNC Cases who are represented either collectively or individually by any of Plaintiffs' attorneys: Michael L. Spiegel and Norman Frederick Best.

11. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of

the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

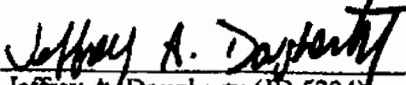
Dated: New York, New York
March 5, 2007

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By:  3/7/07
Jeffrey A. Dougherty (JD 5224)
Special Assistant Corporation Counsel

SO ORDERED:


HON. KENNETH M. KARAS,
U.S.D.J.
3/12/07 